

# RAJESH NAIR

Advocate, High Court

B/204, 2<sup>nd</sup> Floor, Cherish Vinayak Enclave Co-operative Housing Society Limited, Bldg No.9, Cherish Homes, Near Old Viva College, Virar (West), Palghar District-401303 9860130597  
[rjshnair002@gmail.com](mailto:rjshnair002@gmail.com)

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## FORMAT -A

(Circular -28 /2021)

To,  
Maharashtra Real Estate Regulatory Authority,  
Housefin Bhavan, near RBI,  
E Block, Bandra Kurla Complex,  
Bandra East, Mumbai 400 051.

## LEGAL TITLE REPORT

Sub: Title clearance certificate in respect of property bearing CTS No. 59 admeasuring 2,085.70 sq. meter and CTS No. 63 admeasuring 880.80 sq. meter, totally admeasuring 2,966.50 sq. meter as per Property Card extracts, less reduced by 427.76 sq. meter being area not in possession, area of road set back and area of D.P. Road i.e. net plot area of 2538.74 sq. meter, the property of The Friendship Co-operative Housing Society Limited, situated at Dawood Baug Road, Andheri (West), Mumbai-400 058 (hereinafter referred to as the "Said Plot").

1. I have investigated the title of the Plot on the request of **M/s. Mayfair Housing Private Limited**, a company incorporated under the Companies Act 1956, holding CIN U70100MH1986PTC041829, having its registered address at 1, Mayfair Meridian, Caesar Road, Near St. Blaise Church, Andheri (West), Mumbai 400 058, hereinafter referred to as "**the Developer**", as per the following details/ documents i.e.:



**1.1. Description of the Plot-**

Freehold plot bearing CTS No. 59 admeasuring 2,085.70 sq. meter and CTS No. 63 admeasuring 880.80 sq. meter, totally admeasuring 2,966.50 sq. meter as per Property Card Extracts, less reduced by 427.76 sq. meters being area not in possession, area of road set back and area of D.P. Road i.e. net plot area of 2538.74 sq. meter, the property of The Friendship Co-operative Housing Society Limited, situated at Dawood Baug Road, Andheri (West), Mumbai-400 058, in the Registration and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows:-

On or towards the North - Partly by Plot Bearing CTS No. 55A,56A & 56B;  
On or towards the South - Partly by Nallha and partly by Plot Bearing CTS No.64  
On or towards the East - by Plot Bearing CTS No. 60, 719 & 815A  
On or towards the West - by Dawood Baug Road.

**1.2. The documents of allotment of Plot-**

- 1.2.1. Indenture of Conveyance dated 7<sup>th</sup> September 1964 executed between Bhagwant Krishnarao Goregaonkar & Ors. and Mulk Raj Seth & Ors. (registered under Serial No. BND-2048 of 1964 dated 25.09.1965);
- 1.2.2. Deed of Mortgage dated 7<sup>th</sup> September, 1964 executed between Mulk Raj & Ors. and Asmabai Mulla Esmailjee and Anr. (registered under Serial No. BND-2050 of 1964 dated 25.09.1965).
- 1.2.3. Indenture of Mortgage dated 6<sup>th</sup> October, 1964 executed between Mulk Raj & Ors. and Ramanlal Ochhavlal Parikh (registered under Serial No. BOM-R/3162 of 1964 dated 22.02.1965);
- 1.2.4. Indenture of Conveyance dated 8<sup>th</sup> September, 1965 executed between Ramanlal Ochhavlal Parikh and The Friendship Co-Operative Housing Society Limited (registered vide Registration Serial No. BOM-R/2789 of 1965 dated 11.11.1966);



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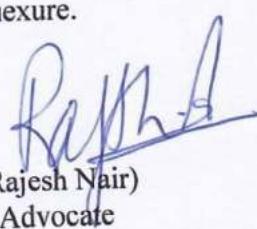
1.2.5. Indenture dated 10<sup>th</sup> September, 1965 executed between the Asmabai Mulla Esmailjee and Anr. and The Friendship Co-Operative Housing Society Limited (registered vide Registration Serial No. BOM-R/2993 of 1965 dated 12.02.1966).

2. Property Register Cards issued by City Survey Officer dated 8<sup>th</sup> January 2024 in respect of CTS No 59 & CTS No 63, Mutation Entry Number 540, 541, 607,674.
3. Search report for 30 years from 1992 till 4<sup>th</sup> August 2023.
4. On perusal of Copies of the above-mentioned documents relating to title of the plot Property, I am of the opinion that, the title of (following owner/promoter/developer/company) is clear, marketable and without any encumbrances.

**Owner of the Plot**

**THE FRIENDSHIP CO-OPERATIVE HOUSING SOCIETY LIMITED** (a society registered under the provisions of the Maharashtra Co-operative Societies Act 1960, under No. BOM/ HSG/ 1042 of 1965, having its registered address at Dawood Baug Road, Andheri (West), Mumbai-400 058, hereinafter referred to as the "Society")

5. The report reflecting the flow of the title of the Society to the plot and rights of Developers to develop the said plot is enclosed herewith as an annexure.



(Rajesh Nair)  
Advocate

**Encl: Annexure**

Date: 10<sup>th</sup> January 2024.

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Advocate High Court  
B/204, Cherish Vinayank Enclave CHS Ltd.,  
Bdg. No. 9, Cherish Home,  
Virar (W), Dist. Palghar-401 303.

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**FLOW OF THE TITLE OF THE SAID LAND**

**Sr. No**

1. Property Register Cards as on date of application for registration.
2. Mutation Entry No : 540, 541, 607,674.
3. Search report for 30 years from 1992 till 4<sup>th</sup> August 2023.
4. Any other Relevant Title: Flow of Title as under

1. **EPITOME OF TITLE.** The following is the epitome of title (which information is based on the documents inspected by me or copies of documents furnished to me or based on contents in the documents furnished to me)-

1.1. In respect of the plot bearing CTS No. 59 admeasuring 2,085.70 sq. meter and CTS No. 63 admeasuring 880.80 sq. meter, totally admeasuring 2,966.50 sq. meter as per Property Card Extracts, less reduced by 427.76 sq. meters being area not in possession, area of road set back and area of D.P. Road i.e. net plot area of 2538.74 sq. meter (more particularly described in the Schedule hereunder written, and hereinafter referred to as the “Plot”)-

1.1.1. By an Indenture of Conveyance dated 7<sup>th</sup> September 1964 entered and executed between Bhagwant Krishnarao Goregaonkar & Ors. (therein referred to as “**the Vendors**” and hereinafter referred to as “**the said Bhagwant & Ors.**”) and Mulk Raj Seth & Ors. (therein referred to as “**the Purchasers**” and hereinafter referred to as “**the said Mulk Raj & Ors.**”) the said Bhagwant & Ors. sold, transferred and conveyed to the said Mulk Raj & Ors. all that piece or parcel of land, bearing CTS Nos. 59 and 63 situated at Village Andheri K West ward Mumbai- 400 058 hereinafter referred to as the “**said Land**” more particularly described in the schedule referred thereto for valuable consideration mentioned in the said Indenture. The said Indenture is registered at the Sub-Registrar of Assurances, Bandra under serial no. BND-2048 of 25.09.1965.



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1.1.2. By a Deed of Mortgage dated 7<sup>th</sup> September 1964, the said Mulk Raj & Ors. (therein referred to as "**the Mortgagors**") mortgaged the land referred thereto in favour of one Asmabai Mulla Esmailjee and Anr. (therein referred to as "**the Mortgagee**" and hereinafter referred to as "**the said Asmabai & Anr.**"). The said Deed of Mortgage has been registered with the Sub-registrar of Assurances at Bandra under serial no. BND-2050 of 1964 on 25.09.1965.

1.1.3. By another Indenture of Mortgage dated 6<sup>th</sup> October 1964 entered and executed between the said Mulk Raj & Ors. (therein referred to as "**the Mortgagors**") and one Ramanlal Ochhavlal Parikh (therein referred to as "**the Mortgagee**" and hereinafter referred to as "**the said Ramanlal**") the said Mulk Raj & Ors. requested the said Ramanlal, the Mortgagee to advance to them an amount more particularly mentioned therein which the said Ramanlal agreed to provide on the condition of having the repayment thereof with interest secured to him and on certain other terms and conditions more particularly contained therein. The said Indenture had vested in the said Ramanlal the power of Sale of the said Land. The said Deed of Mortgage was more particularly a mortgage-cum-sale of the said Land. The said Indenture is registered at the Sub-registrar of assurances at Bombay under Serial No. BOM-R/3162 of 1964 on 22.02.1965.

1.1.4. By an Indenture of Conveyance dated 8<sup>th</sup> September 1965 entered into and executed between the said Ramanlal (therein referred to as "**the Mortgagee**") and the Society herein (therein referred to as "**the Purchasers**") the said Ramanlal exercised the power of sale under the above-mentioned mortgage deed, the said Mulk Raj & Ors. having failed to redeem the said Land and hence on the consideration being paid by the Society to the said Ramanlal, the said Ramanlal granted, conveyed, transferred and assured to the Society the piece and parcel of land more particularly referred to as the said land. The said Indenture is registered at Sub-registrar of assurances at Bandra under Serial No. BOM-R/2789 of 1965 on 11.11.1966.



1.1.5. Subsequent thereto by an Indenture dated 10<sup>th</sup> September 1965 entered and executed between the said Asmabai and Anr. (therein referred to as "**the Mortgagees**") and the said Society (therein also referred to as "**the Society**"), the Society paid off the Mortgage Debt being the principal sum and interest due and owing to the said Asmabai under the aforesaid Deed of Mortgage dated 7<sup>th</sup> September, 1964 and on the payment thereof, the said Asmabai & Anr. have conveyed and released all their rights and interests and have forever quit claim unto the Society. The said Indenture is registered at the Sub-registrar of assurances at Bombay under serial no. BOM-R/2993 of 1965 on 12.02.1966.

1.1.6. Under the circumstances, the Society became entitled to the said Plot.

2. **PROPERTY REGISTER CARD:** The Society's name is reflected on the Property Register Card in respect of the said Plot.

3. **DEVELOPMENT RIGHTS-**

3.1. By a Development Agreement dated 29<sup>th</sup> June, 2022 executed by and between the Society, the Members therein and the Developer (namely, **MAYFAIR HOUSING PRIVATE LIMITED**, a company incorporated under the Companies Act 1956, holding CIN U70100MH1986PTC041829, having its registered address at 1, Mayfair Meridian, Caesar Road, Near St. Blaise Church, Andheri (West), Mumbai 400 058 (the "**Developer**"), and registered with the Office of Sub-Registrar of Assurances under Serial No. BDR-15-9105 of 2022 dated 18<sup>th</sup> July 2022 (hereinafter referred to as the "**Development Agreement**"), the Society, for itself and its members, has granted development rights in respect of the said Plot to the Developer with rights inter alia to re-develop the same, as per the floor plans and specifications attached thereto and as may be sanctioned/ approved by the Mumbai Municipal Corporation of Greater Mumbai ("**MCGM**"). Pursuant to the Development Agreement, the Society also executed a Power of Attorney on the same date in favour of the Developer, which is duly registered with the Office of Sub-Registrar of Assurances under Serial No. BDR-15-9130 of 2022 on 18<sup>th</sup> July 2022, thereby granting the requisite powers and authority to carry out and complete



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the development of the said Plot.

- 3.2. In terms of the Development Agreement, the Developer is entitled to develop the said Plot by demolishing the old building/ structures on the Plot (which they have done) and by constructing a new building thereon, by utilizing the FSI of the Plot, TDR FSI, premium FSI, fungible FSI etc., as per under the Development Control and Promotion Regulations 2034 for Greater Mumbai and as per the said Development Agreement. In terms of the Development Agreement, the Developer has the full rights to sell/ allot or otherwise deal with all other premises and car-parking spaces (besides the 46 flats of the Society-members and the 46 car-parking slots reserved for them as per the Development Agreement).
- 3.3. The 46 flats of the Society-members in the New Building are Flat Nos. A/101, A/102, A/103, A/104, A/201, A/202, A/203, A/204, A/301, A/302, A/303, A/304, A/401, A/402, A/403, A/404, A/501, A/502, A/503, A/504, A/601, A/602, A/603, B/101, B/102, B/103, B/104, B/201, B/202, B/203, B/204, B/301, B/302, B/303, B/304, B/401, B/402, B/403, B/404, B/501, B/502, B/503, B/504, B/602, B/603, B/604 on the 1<sup>st</sup> floor to 6<sup>th</sup> floor and the 46 car-parking slots reserved for them are located in the stilt.
- 3.4. The Society and its members have made several representations on title as recorded in the Development Agreement, recording inter alia that the said Plot is of freehold tenure and free from all encumbrances and that the title thereto is clear and marketable.

4. Litigations if any: Nil

Date: 10<sup>th</sup> January 2024.

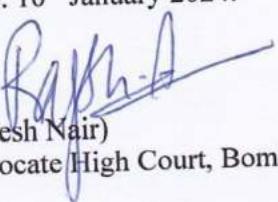
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**DETAILS OF ENCUMBRANCES**

There are **NO ENCUMBRANCES** on piece and parcel of freehold Plot bearing CTS No. 59 admeasuring 2,085.70 sq. meter and CTS No. 63 admeasuring 880.80 sq. meter, totally admeasuring 2,966.50 sq. meter as per Property Card extracts, less reduced by 427.76 sq. meter being area not in possession, area of road set back and area of D.P. Road i.e. net plot area of 2538.74 sq. meter as per performa I of the approved plans., the property of The Friendship Co-operative Housing Society Limited, situated at Dawood Baug Road, Andheri (West), Mumbai-400 058 ("Said Plot")

Date: 10<sup>th</sup> January 2024.

  
(Rajesh Nair)  
Advocate High Court, Bombay

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